BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Additional Developmental works to parks and providing children playing and open GYM Equipments at Lal Bhadur Shastry layout in Kempegowda ward no:01

Estimate Cost: 150.00 Lakhs

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/08/ 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : 26-11-2020

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through GOK e–Procurement Portal only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-01, KW-2,KW-3 and KW-4
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **11-12-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	EMD (Rs. in Lakhs)	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
01	Comprehensive Developmental of parks at GKVK layout in Kempegowda ward no:01	300.00	4.50	-	As per e-Procurement Portal	04 Months (including monsoon)
02	Additional Developmental works to parks and providing children playing and open GYM Equipments at Lal Bhadur Shastry layout in Kempegowda ward no:01	150.00	2.25	-	As per e-Procurement Portal	04 Months (including monsoon)
03	Providing Energy efficient and LED Street lights and Wires around Kempegowda ward no:01	25.00	0.50	Others	As per e-Procurement Portal	03 Months

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04	Providing pipeline and Construction chambers to disposal of rain water at Kurlappa layout low laying areas in Kempegowda ward no:01	50.00	1.00	Others	As per e-Procurement Portal	03 Months
05	Construction of Rain water lead of drain at Kondappa layout 19th to 28th Cross in Chowdeshwari ward no.02	125.00	1.875	-	As per e-Procurement Portal	03 Months
06	Improvements to roads and drains at SC/ST area surrounding in ward no:03	99.90	2.00	-	As per e-Procurement Portal	03 Months (including monsoon)
07	Improvements to roads and drains at Attur Village surrounding areas in ward no:03	100.00	2.00	-	As per e-Procurement Portal	03 Months (including monsoon)
08	Improvements to roads and drains Dobhighat and Surrounding areas at Ananthapura in ward no:03 Attur	100.00	2.00	-	As per e-Procurement Portal	03 Months
09	Providing street name Boards in ward no:03 of Yelahanka Satellite Town Sub Division	50.00	0.50	ST	As per e-Procurement Portal	03 Months
10	Improvements of Anganawadi building and construction of Government school buildings at Attur Village in ward no:03 of Yelahanka satellite town sub division	100.00	2.00	-	As per e-Procurement Portal	06 Months (including monsoon)
11	Additional Development works to parks at major Sandeep Unnikrisnan Road in Attur ward no:03	200.00	3.00	-	As per e-Procurement Portal	03 Months (including monsoon)
12	Construction of New Education of Public school building at Yelahanka New Town CA Site no 5B in ward no:04 Banjara Lambani Samaja	175.00	2.625	-	As per e-Procurement Portal	04 Months (including monsoon)
13	Improvements to roads and drains at Someshwaranagara in ward no:04	202.00	3.03	-	As per e-Procurement Portal	04 Months (including monsoon)
14	Improvements to roads and drains at Allalasandra Ambedkarnagara Kanaka nagara and LBS nagara in ward no:04	99.00	1.98	-	As per e-Procurement Portal	03 Months
15	Improvements to Anganawadi building and Improvements of Government school buildings in ward no:04 of Yelahanka satellite town sub division	100.00	2.00	-	As per e-Procurement Portal	06 Months (including monsoon)
16	Providing Energy efficient LED Street lights control Switches and Wires around ward no:04	25.00	0.50	Others	As per e-Procurement Portal	03 Months

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17	Development of parks and providing childrens playing equipments Judicial layout and GKVK layout in ward no:04	150.00	2.25	-	As per e-Procurement Portal	06 Months (including monsoon)
18	Providing Chain link fencing in ward no:04	50.00	0.50	SC		03 Months
19	Construction of Concrete roads and drains and providing street lights at kasagattapura Grama Panchayathi Village limits	200.00	3.00	-	As per e-Procurement Portal	03 Months
20	Construction of Concrete roads and drains and providing street lights at Singanayakanahalli Grama Panchayathi Village limits	100.00	2.00	-	As per e-Procurement Portal	03 Months
21	Construction of Concrete roads and drains and providing street lights at GuniAgrahara Panchayathi Village limits	100.00	2.00	-	As per e-Procurement Portal	03 Months
22	Construction of Concrete roads and drains and providing street lights at Shivakote Grama Panchayathi Village limits	100.00	2.00	-	As per e-Procurement Portal	03 Months
	Call-II					
23	Providing and supplying of Racks for Record Room in BBMP division office in chowdeshwari ward no -02 of yelahanka Sub division	5.00	0.125	Others	As per e-Procurement Portal	03 Months

NOTE:

1. Pre bid meeting will be held on **04-12-2020** at 15.00 hours in the office of the Chief Engineer (Yelahanka zone) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer -Yelahanka Division on **14-12-2020** at **16.00** hours.
3. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22371090, 22340060, 22340948
7. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

Sd/-
Executive Engineer
Yelahanka Division
Bruhat Bengaluru Mahanagara Palike

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Copy Submitted to:-

1. Personnel Secretary to Worshipful Mayor to bring to the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring to the notice of Deputy Mayor
3. The Commissioner, BBMP for kind information.
4. Special Commissioner (Projects)/Additional Commissioner(Projects) for kind information
5. Engineer – in – Chief, BBMP for kind information.
6. Council Secretary to bring to notice of the Standing Committee (Major Works).
7. The Chief Engineer / yelahanka zone / (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Yelahanka zone/ Mahadevapura zone/ (SWD) for kind information.
8. The Superintending Engineer, yelahanka zone / (Road Infrastructure)/ South/East/West/ Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli/ Mahadevapura Zone for kind information.
9. Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No.-108, Plot No.-22, Sector-1, Kolkata-700107, India, for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. CAO / Chief Auditor for kind information.
12. IT Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
14. ACF (Yelahanka) / Accounts Superintendent / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
16. Notice board Office Copy.

Executive Engineer
Yelahanka Division
Bruhat Bangalore Mahanagara Palike

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

Sl No	Description of equipment	Qty	Ownership
1	Excavator	1 No	Own/lease/Rent
2	Concrete Mixer Machine	1 Nos	Own/lease/Rent
3	Needle Vibrator	1 Nos	Own/lease/Rent
4	Tippers / Tractors	2 Nos	Own/lease/Rent
5	Water tankers	2 Nos	Own/lease/Rent

(b) Liquid assets and /or availability of credit facilities of not less than **Rs. 40.50 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2019-2020** *price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2019-2020** price level, of existing commitments and on-going works to be completed during the next **06 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc , and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

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and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **one hundred eighty (180) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above up to Rs 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.
e) Fixed Deposit Receipt (FDR) subject to the following condition
   - Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for **45 days beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

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23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works, (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[6]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24, and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in

[6] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____.

Principal place of business: (Attach Copy)

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2015 - 16 .....
2016 - 17 .....
2017 - 18 .....
2018 - 19 .....
2019 - 20 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above

Year	Name of Work	Name of Employer	Quantity of work performed (cum)*			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2015-16						
2016-17						
2017-18						
2018-19						
2019-20						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works.

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers -in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted.

Description of	Place	Name and	Estimated	Stipulated	Date when	Remarks

* Items of work for which data is requested should tally with that specified in ITT Clause 3

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days, **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

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(i) could not have reasonably foreseen, or
(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer;

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

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26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ),
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works, and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

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(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

Government order-02.GO.N.791 Exp-12/2015.dated.26.02.2016 Bangalore – Provision for price adjustment for specified materials for works – is under clarification as per Government order action taken.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[10]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

[10] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or

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Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[11]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India),
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works
8.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is

Name: The Commissioner [1.1]
Address: BBMP, N.R. Square Bangalore-02
Name of authorized Representative

Executive Engineer
Yelahanka Division
CMC road Yelahanka old town
BBMP, Bangalore – 560064.

The name and identification number of the Contract is

[1.1]
Additional Development Works to Parks and Providing Children Playing and Open Gym Equipments at Lal Bhadur Shastry Layoutin Kempegowda Ward No 01. **The Works consist of Roads and Drains.**

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 4 **months**[12] with the following milestones [17, 26]

Milestone dates:
Physical works to be completed Period from the date of issue of Notice to proceed with the work

[11] Add any other Organization considered suitable.
[12] At the time of preparation of the tender document give the period required for completion of entire work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

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M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages [27] will govern the price adjustment for the entire contract: [28]

1.	Labour – P_L	.....%
2.	Cement – P_C	.....%
3.	Steel – P_S	.....%
4.	Bitumen – P_B	.....%
5.	Fuel and Lubricants – P_F [29]	.....%
6	Plant and Machinery Spares – P_P [30]	.....%
7	Other materials – P_M	.....%
	TOTAL	100 % [31]

[40]

The liquidated damages for the whole of the works are Rs. 13489.33/- (amount) per day [32] and that for the milestones are as under (0.1% of total amount)

For Milestone 1	Rs 4,451.48 /- per day	[41]
For Milestone 2	Rs 8,902.96 /- per day	
For Milestone 3	Rs 13,489.33 /- per day	/- per day

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1 Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or Three [33] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

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[27] The percentages have to be approximately worked out on the estimates of cost and incorporated in the tender document before issue. It shall not be changed even if there is change of scope of work during execution.

[28] The components could be added or deleted or changed depending on the nature of the work.

[29] This could vary from 5% for normal works and 10% for highly mechanized operations in the work

[30] This could vary from 15% for normal works to 30% for highly mechanized operations in the work

[31] The total of the percentages for the various components of the works should be 100.

[32] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

[33] To be filled up by the Employer before issue of the tender document, say 'Three or four months'

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

BRUHAT BANAGLORE MAHANAGARA PALIKE

Executive Engineer Yelahanka Division

Name of Work:-Additional Development Works to Parks and Providing Children Playing and Open Gym Equipments at Lal Bhadur Shastry Layoutin Kempegowda Ward No 01.

SHEDULE -B

Sl No	Description of Work	Unit	Quantity as per Estimate	Rates in Rs. In Figures	Amount in Words
1	KSRRB M300-53. Construction of embankment with approved material Gravel/Murrum with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement Table 300- 2 complete as per specifications.(Including cost of gravel / murrum, watering charges & compaction by vibratory roller to 95% of proctors density)	Cum	643.40		
2	KSRB 2-2 : Earthwork excavation by manual means for foundation of buildings, water supply and sanitary lines and electrical conduits etc, either in pits or in trenches 1.5m and above in width, in soil not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50 m. including breaking of clods complete as per specifications.	Cum	422.24		
3	KSRB 2-4 : Refilling available earth around pipe lines, cables in layers not exceeding 20cms in depth, compacting each deposited layer by ramming after watering with lead upto 50m. and lift upto 1.5 m. including cost of all labour complete as per specifications.	Cum	52.52		

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10	KSRRB M400-17: Providing, laying, spreading and compacting graded stones aggregate to Wet Mix Macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mix method of tipper to site,Laying in uniform layers with paver in subbase/base course on the well prepared surface and compacting with vibratory rollers to achive the desired density complete as per MORTH specification No. 406.etc with all lead and lifts and as per directions of the Engineer-in-charge	Cum	42.80		
11	Providing and laying/fixing cement base, precast, pre polished cement concrete, designer tiles 25mm thick for flooring conforming to IS 1237 heavy duty tiles for flooring, treads of steps and landing, laid on a bed of 12mm thick cement mortar 1:3 mis finished with flush pointing using white cement, including cost of materials, including cutting, griding the edge to half/full round wherever required, labour, curing complete as per specification.	Sqm	324.50		
12	KSRB 14 6-1: Providing & laying heavy duty cobble stones 60mm thick interlock pavers,using cement & course sand for manufacture of blocks of approved size ,shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (Avg thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. Specification No. KBS	Sqm	130.00		
13	Providing and fixing pre cast solid cement concrete kerb stones made out of C C 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting, including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc, complete. (P.No 27 of I.No.5.30 in PW,P&IWTD SR 2018-19)	Nos	627.00		
14	KSRRB 800-1. Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications. MORTH Chapter 8	Sqm	98.70		

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	approved rate)				
25	Supply of LED Streetlight luminaire with pressure die cast aluminium housing body for optimal thermal dissipation. Lamp compartment comprising of anti glare clear diffuser with Injection moulded polycarbonate material, delivering superior light output. Rated life Burning Hrs 50000 hr @Lumen Maintenance of 70%, maximum light intensity should be between 60 degrees to 70 degrees. CCT > 5500K, IP 66 optical and electrical compartment & impact resistance of complete luminaire > IK08. Power Factor >0.9 with mains, Surge Protection- Min 5KV along with Over voltage/ Overload, short circuit/ miss-wiring protection. Compatible for pole mouting with outer dia of 40mm to 50mm. Universal Voltage driver to operate wide voltage range from 100V to 270V 50/60Hz application. Compliance to IS 10322/IEC 60598, LM 79 & LM 80 Adherence with RoHS. UL approvedMCPCB. Top access street light with single screw to ensure ease of maintenance at the sight site location with minimized minimal tools. LED Light fixture with .....W System Power consumption. LED Efficiency>130lm/w, nominal CRI >75. Luminaire manufacturer should have in-house facilityaccredited by NABL/CPRI & any Government certified agency & Design & Development facility certified by ISO 9001:2008 . Housing with supplier word mark /name shall be Engraved / Embossing on the die cast housing/ Body part. Warranty of 2 Years against any manufacturing defectworking under standard electrical conditions as mentioned above should be given by LED manufacturer & Cree/Nichia/ Lumileds/Osram make LED Source. LED Streetlight 90 Watts	Nos	22.00		
26	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade, multistrand copper wire with low conductor resistance single core in open or concealed system of wiring with specified IS-694:confirming to latest amendments. 16 sqmm	MTR	389.00		
27	KSRRB 2.6 Providing and filling sand in trenches to required depth including watring ramming with all leads and lift complete as per specifications and directed by the engineer incharge at the site.	Cum	75.60		

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29	Supply & fixing of Elliptical Cross Trainer: All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. The seat and backrest is made from Rotomoulded LLDPE. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 845 MM x 865 MM x 1710 MM . Capacity 1 person. Inclusive of All Taxes and Transportation Charges (Data approved rate)	Each	2.00		

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31	Supply & fixing of Seated Chest Press : All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. The seat and backrest is made from Rotomoulded LLDPE. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 1955 MM x 730 MM x 1955 MM . Capacity 2 persons. Inclusive of All Taxes and Transportation Charges(Data approved rate)	Each	2.00		

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33	Supply & fixing of HD Double Health Walker : All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out in excess of at least 50 public park projects in India either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. Footplates made of alloys of Nylon having good thermal stability. Internal Limited means no bump stops or crush points. Bearings : Maintenance-free ball bearings. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 2015 MM x 615 MM x 1360 MM . Capacity 2 persons. Inclusive of All Taxes and Transportation Charges (Data approved rate)	Each	2.00		

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	injection + Dupont/ Alexta outdoor use color powder electrostatic coating. Safe Zone : 430 X 400 CM. Inclusive of All Taxes and Transportation Charges (Data approved rate)				
36	Supply & fixing of Tai Chi Spinners : All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 1150 MM x 1120 MM x 1620 MM . Capacity 2 persons. Inclusive of All Taxes and Transportation Charges (Data approved rate)	Each	1.00		

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38	Fixing and Installation of a Foot Cycle : Size - 97 X 45 X 133 CM, that has a central pin which connects the 2 heavy flywheels & which has 2 main bearings and in addition has a TEFLON RESISTANCE BEARING which locks the pin and creates resistance to the spin. The central pillar is a monolithic large arc tube without convex sides & minimal deformation which is ergonomically curved with an OD of 89 mm, the wall thickness is min 3 mm & has a 8mm thick, 40cm gusset support at standard height of 1.4m. All fasteners to be of 304 stainless, Torx Anti Vandal Fasteners, All nuts enclosed in Polyamide Anti Vandal Caps. Finishing to be Metalized / Plasma zinc injection + Dupont/ Alexta outdoor use color powder electrostatic coating. The seat must consist of PU Polysafe cushions seats. Safe Zone : 247 X 195 CM. Inclusive of All Taxes and Transportation Charges	Each	2.00			
39	Supply and fixing of childern Multi Play Equipment with curved silde, tunnel and side panels : Upright structural posts of height 2.2m, 2.4m are to be HOT DIP Galvanized steel with a 114mm OD and 2.2mm (wall) thickness of the tubing.The poles are welded on to a base plate made from steel with 114mm inner diameter. Deck of size 1.45 x 1.45m,Impending stairs of size 0.80m x 0.60m and 1.05 m x 0.68 m are fabricated from 2mm perforated solid punched steel along with a curved Slide of size 1.7m x 1.8m x 1.2m Coupled with the tunnel are made of super thick plasticwhich shelle be animated and rotationally molded from antistatic, copolymer, virgin((LLDPE) which is UV stabilized with color molded in and minimum thickness of 6 -8mm. Unit consist of Deck of size 1.45 x 1.45m and Staircase of size 1.74 m x 1.32 m along with Triple Slide of size 3.95m x 2.93m x 1.80m with stairs, Plastic Components[super thick plastic] shall be animated and shall be rotationally molded from antistatic, copolymer, virgin linear low density UV stabilized polyethylene, with color molded in and minimum thickness of 6 -8mm.Roof of size 2.00m x 1.78m, Spiral tube Slide of size 3.2 m x 1.82mx 2.7m along with Monkey loop climber 1.87m x 1.15m x 0.6m which has thickness of 48 mm curved bar supports are all robotic welded fabricated from 32 O.D. GI pipes for the outer pipes and 25mm O.D. Also consisting of Deck of size 1.45 x 1.45m Plastic Components shall be animated and shall be rotationally molded from antistatic, copolymer, virgin linear low density UV stabilized polyethylene, with color molded in and minimum thickness of 6 -	Each	1.00			

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38] Rupees ..... *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV